

GLORY WEALTH SHIPPING PTE LTD v FLAME SA

Charterparty – Contract of affreightment – Damages – Charterers failing to ship cargoes – Owners asserting loss of freight – Freight would have been paid to a third party and not received by owners if COA had been performed – Whether owners suffered a substantial loss.

[2016] Lloyd's Rep. 571

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MICHAEL WILSON & PARTNERS LTD v EMMOTT

Practice – Judge dismissing appeal from arbitration award and refusing appellant permission to appeal to Court of Appeal – Appellant applying to Court of Appeal to set aside judge's refusal on basis of “residual jurisdiction” of Court of Appeal – Whether application was an “appeal” – Whether Court of Appeal had jurisdiction to refuse application as totally without merit – Arbitration Act 1996, section 69(8) – CPR 52.16(6) 52.3.

[2016] Lloyd's Rep. 577

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NEWOCEAN PETROLEUM CO LTD v O W BUNKER CHINA LTD (IN PROVISIONAL LIQUIDATION) AND ANOTHER (THE “COSCO FELIXSTOWE”)

Practice – Service of writ out of jurisdiction – Supply of bunkers to vessel – Retention of title clause – Whether plaintiff had good arguable case that second defendant committed tort of conversion within jurisdiction or that contract was made through agent residing within jurisdiction – Rules of the High Court, Order 11, rules 1(1)(d) and 1(1)(f).

[2016] Lloyd's Rep. 581

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PST ENERGY 7 SHIPPING LLC AND ANOTHER v O W BUNKER MALTA LTD AND ANOTHER (THE “RES COGITANS”)

Contract – Supply of bunkers – Retention of title clause – Whether bunker supply contract was a contract of sale – Sale of Goods Act 1979, sections 2(1) and 49.

[2016] Lloyd's Rep. 589

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S v A AND ANOTHER

Arbitration – Sale of goods – Serious irregularity – Application for permission to appeal – Whether time for appeal and application should be extended – Arbitration Act 1996, sections 68(2)(a) and (c), 69, 70(3) and 80(5).

[2016] Lloyd's Rep. 604

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